

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-05K3-S-08-0019	
6. SOLICITATION ISSUE 07/21/2008		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Justin Holder, Contracting Officer		b. TELEPHONE NUMBER(No collect) 360-891-5082	
8. OFFER DUE DATE/ LOCAL TIME 07/30/08 3:30 PM PT		9. ISSUED BY		CODE		10. THIS ACQUISITION IS	
GIFFORD PINCHOT NATIONAL FOREST 10600 N E 51ST CIRCLE VANCOUVER WA 98682		<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 332312 SIZE STANDARD: 500 People		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS		12. DISCOUNT TERMS	
				MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION	
				<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO See Specification		CODE		16. ADMINISTERED BY See box 18a.		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
CODE		CODE		CODE		USDA National Finance Center	
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED		<input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
Upper Lava Canyon Trail Bridge Purchase							
555(01) Design Upper Lava Canyon Trail Bridge		1 LS		\$ _____		\$ _____	
555(02) Fabricate Upper Lava Canyon Trail Bridge		1 LS		\$ _____		\$ _____	
151(01) Deliver Upper Lava Canyon Trail Bridge		1 LS		\$ _____		\$ _____	
Total:						\$ _____	
25. ACCOUNTING AND APPROPRIATION DATA							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. OFFER DATED .. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

Continuation of SF1449

Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/

CONTRACT CLAUSES**52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](http://www.usc.gov/title31/chapter1/section03727.html)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](http://www.usc.gov/title41/chapter1/section0601-613.html)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](http://www.far.gov/52.233-1), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](http://www.far.gov/52.202-1), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of

one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ☐ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- ☐ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (4) [Reserved]
- ☒ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- ☐ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- ☐ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).

- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- X (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(ii\)](#)).
- ___ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- X (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any

record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
 - (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
 - (v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).
 - (viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

1. Description of Work

The Gifford Pinchot National Forest, located in Southwest Washington, is requesting quotations for the design, fabrication, and delivery of one prefabricated trail bridge. More information on the design and fabrication details of the bridges can be found in the following specifications within this contract. Information regarding the location of the delivery site is available in the following section, C.2. Under a separate contract the bridge will be installed and transported to its final location, which will include construction of abutments and transportation from the storage site to the final bridge site location. Transport of the prefabricated bridge at this later time will require the use of a helicopter. As such, the bridge will need to be designed to allow for temporary storage, as well as transport by helicopter.

2. Project Location

The bridge will be delivered for temporary storage to the Pine Creek Work Center just off of USFS Road 90. In a future contract the bridge will be transported and installed on the Lava Canyon Trail located at the end of USFS Road 83. Directions to the bridge drop-off and storage site for this contract are as follows:

To access the storage site from Interstate 5, take Exit 21, at Woodland, WA, travel East via State Highway 503 to the town of Cougar. Proceed East on Highway 503 to the Skamania/Clark County Line, where the road becomes USFS Road 90. Continue East on USFS Road 90 for approximately 15.28 miles to Pine Creek Work Center. It is approximately 47 miles via 2-lane asphalt surfaced roads from I-5 @ Exit 21 (Woodland, WA) to the drop off point at Pine Creek Work Center. A map of the Pine Creek Work Center, including the designated storage location, can be found in the attachments.

3. Prosecution of Work

The contractor shall conduct activities so that interference with the public is kept to a minimum.

Contractor will obtain a road use permit from the Forest Service prior to transporting the bridge across Forest Service property. If needed, oversize and overweight permits need to be submitted to the Gifford Pinchot National Forest Headquarters with due time for processing. Please allow up to 7 days to process these permits.

Coordinate planned delivery date with the Contracting Officer. During transport on USFS roads, contractor shall provide sufficient traffic control in compliance with MUTCD standards and standard specification sections 156 & 635 in order to control and protect public traffic. Contractor shall be responsible for traffic control during the equipment & material transport on Forest Service land.

The desired delivery date for this bridge would be prior to November 15th, 2008.

4. Applicable Specifications, Submittals, Drawings, and Material Certifications

(a) **Applicable Specifications:**

References to **Standard Specifications** in the contract refer to the STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03 US CUSTOMARY UNITS.

Sections 100 through 149, and other Standard Specifications, listed on the Specification List, are included in this solicitation by reference only. Specifications not on the list but referenced by other Standard Specifications, shall also be applicable to this document.

The **Supplemental Specifications** are also given on the Specification List but are physically attached in Section J. All supplemental specification requirements contained on the Specification List are hereby made a part of this solicitation and any resultant contract.

(b) **Product Substitution:**

Any modification of other items, designs, materials, products or equipment (including Government-Furnished Property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award

(c) **Drawing Submittals:**

The following shop drawings shall be submitted on this project (4 sets unless noted):

1. Submit four (4) copies of each drawing submittal, for review. Include Shop Drawings, Erection Drawings, Camber Diagrams, and Transportation Drawings as necessary to cover all details related to the project.
2. Refer to Standard Specification, # 555.06 – Drawings (Shop Drawings, Erection Drawings, and Transportation Drawings), for requirements regarding any and all drawings.
3. Submit drawings on 22"x34" sheets (ANSI "D" size). Furnish the same information in an approved electronic format.
4. Prepare Project-specific information, drawn accurately to scale. Do not base drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents.

(d) Material Certifications, Testing Reports & Other Submittals:

The following plans, details, specifications, designs, certificates, test reports, samples and test data shall be submitted on this project (4 sets each unless noted otherwise). See AGAR section 452.236-76 for timely submittal and approval by Contracting Officer.

Brief Title	Basic Reference	Detailed Requirements Section	Number Of Copies To Section	Allowable Time for Government Approval After Total Submittal (Days)
Shop Drawings	555.06		4	14
Erection Drawings	555.06		4	14
Camber Diagram	555.06		4	14
Transportation Drawings	555.06		4	14
Re-Submittals			4	7
Quality Control Plan	153.02		3	7
Project Work Schedule	FAR 52.236-15	108 & 155	3	7
Mill orders/Mill test reports	555 & 571		3	7
Production/Commercial certification	555,571,106	571.08	3	7
Road Use / Oversize / Overweight permit(s)	36CFR261.12 & 261.54(c)	RCW 46.44	1	7
Fire Plan		J.4	1	7

(e) General Guidelines for Submittals:

Submittals are required by their corresponding specification (basic reference & detailed requirement). Work requiring submittals shall not begin until submittals have been approved.

Submittals shall include:

Date and Revision Dates

Project Name and Contract Number.

Names of Contractor, Subcontractor, Supplier, and Manufacturers.

Field Dimensions and Relation to Adjacent Structures.

Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurement and compliance with contract documents.

Samples:

Physical examples shall illustrate materials, equipment, or workmanship, and establish standards by which completed work shall be judged. Samples shall be of sufficient size and quantity to illustrate the functional characteristics of product or material, with integrally related parts and devices.

Manufacturer's requirements:

Supply manufacturer's catalog sheets or brochures with diagrams, schedules, or performance charts. Illustrations shall be clearly marked to identify pertinent materials or models, dimensions, and clearances required. Supplement standard drawings to provide information unique to this project.

Approval or Rejection Time Allowance:

Submittals will be reviewed and either approved or rejected within 14 calendar days of their receipt by the Contracting Officer or COR unless otherwise noted. Re-Submittals will be reviewed and either approved or rejected within 7 calendar days of their receipt by the Contracting Officer or COR unless otherwise noted.

5. Design Requirements

1. Refer to FS standard specification section 555, "Steel Structures", and standard specification section 571, "Prefabricated Bridges", for important detailed design requirements.
2. Refer to FS standard specification section 564, "Bearing Devices", for further information on furnishing required bearing devices.
3. Refer to FS standard specification section 562, "Temporary Works", for further information on requirements regarding temporary works such as falsework, formwork, etc....
4. Refer to FS standard specification sections 717, 718, and 725, for additional information regarding materials specifications.
5. Design the pedestrian bridge in accordance with AASHTO "Standard Specifications for Highway Bridges", 17th Edition, with all applicable interims, and AASHTO "Guide Specifications for Design of Pedestrian Bridges", August 1997.
6. Obtain written approval from the Contracting Officer before beginning design work on the bridge.
7. Designs shall be submitted to the Government for approval prior to fabrication.
8. Transport of the bridge from the storage site to the final bridge site location will require the use of a helicopter. As such the bridge should be designed to allow for helicopter transport without being damaged. Rig main superstructure components with permanent lifting devices to facilitate efficient installation and removal of these items. Place lifting devices so as not to interfere with traffic and/or pedestrian use.

6. Design Criteria

The following design criteria represent guideline requirements for this project. It is the engineer's responsibility to ensure all design meets applicable national, state, and municipal codes and standards.

1. General:

- a. Design, Fabricate, & Deliver one (1) prefabricated steel pony truss bridge with timber deck (i.e. through bridge truss having its deck between the top and bottom chords and having no top lateral bracing).
- b. All steel members shall be designed using A588 weathering steel. Deck shall be designed using Douglas-Fir.
- c. Use design techniques and fabrication methods to minimize field installation difficulties.
- d. Structure is intended for pedestrian use only. Typical user is a hiker.

2. Loads:

- a. Live Load: 85 PSF or 750 lb point-load with deflection limited to L/500.
- b. Dead Load: Allow for 392 PSF snow accumulations with 2-month load duration. Deflections limited to L/240.
- c. Rail Loading: shall be taken as 50 lbs/L.F.
- d. Other standard load(s) and load combinations as called for by AASHTO bridge design specifications.

3. Camber:

- a. 0.5% of the span length

4. Geometric Data:

- a. Upper Lava Canyon Trail Bridge: Minimum span/clear-distance between abutment faces has been measured to be 38'-0". Additional bridge structure length should be designed and provided for at each end to allow for sufficient bearing support on the abutments. Design a travel width of 4'-0" minimum between railings.

5. Railing:

- a. Rail design shall allow for vertical openings between rails of no more than 4".
- b. Overall rail height should not be less than 42" and not more than 54".
- c. The rail configuration should be designed in order to keep even the smallest users safe from falling on or into the immediate hazards located directly underneath the bridge.

6. Abutments:

- a. Abutments will be constructed under a separate contract.
- b. The Abutment design consists of plans to construct simple stub style abutments of reinforced concrete at both ends of the bridge. Both abutments will be founded on top of quality rock and will be attached to the rock via drilled holes filled with reinforcing bars and concrete. Each abutment will consist of one large reinforced concrete footing that will also serve as the bridge seat. If funding permits, a reinforced concrete backwall will also be included as part of each abutment.
- c. The contracted engineering firm for this contract shall be responsible for designing and supplying all anchor system details and materials including an elastomeric bearing pad between the steel beam/sole plate and the concrete abutment. Furnish anchorage items to be embedded in or attached to other construction. Provide detailed plan sheets to be used for properly locating bearing components during the construction of the abutments. Include all necessary information required for proper construction and attachment of the designed bearing system to the planned concrete abutments. This may include detailed plan sheets, anchorage details, setting diagrams, instructions, and directions for installation.

7. Weight:

- a. The prefabricated structure must be of an allowable weight to be carried to its final location by helicopter. Currently the upper limits for helicopter transport are around 20,000-25,000lbs.

7. Materials**1. General:**

- a. Refer to FS standard specification sections 717, "Structural Metal", 718, "Traffic Signing and Marking Material", and 725, "Miscellaneous Material", for additional information regarding materials requirements and specifications.

2. Steel:

- a. Specify ASTM A588 steel, self-weathering steel ($F_y \geq 50,000$ psi). Specify a minimum corrosion index of 5.8 for atmospheric corrosion resistant steel, as determined in accordance with ASTM G101. Blast clean all weathering-steel prior to shipping to ensure uniform weathering.

3. Timber:

- a. Furnish No. 1 grade or better Douglas-Fir rough sawn timber/lumber to be used as decking.

- b. Incise all timber members receiving pressurized preservative treatment.
- c. Fabricate all members completely and accurately before treatment, including drilling all bolt and deck-fastener holes, except those holes where drilling is called for at a later time. Include instruction on where, when, and how to field treat any elements that require fabrication at a later time, such as field fabrication work that may result in damage to the woods preservative envelope. Typical FS field preservative treatment includes the use of Copper Naphthenate, although other suitable alternatives exist.
- d. Pressure-treat Douglas-Fir components in accordance with the American Wood Preservers Association's (AWPA) standards. Apply appropriate post treatment procedures to achieve proper fixation (i.e. air seasoning, kiln drying, etc.)
- e. Selection of a proper preservative and retention rate shall be based on the following information: The bridge is located above a stream that flows year round. The design location is often "misted" by water that sprays into the air from the stream towards the bridge site. Snow loads at the site are often large and typically last for a few months before melting away. Abutments are founded on solid rock with little to no organic matter and/or soil. There is a history of some insect damage to other wood structures within the vicinity of this site, although these previously damaged structures appeared to be mostly non-treated structures.
- f. ACQ treatment is highly corrosive and should not be used in conjunction with Prefabricated Steel Truss bridges.
- g. Provide documentation to certify to the Government that timber products are produced in conformance with the specified requirements.
- h. Furnish timber that is dry and clean of surface residue.

4. Fasteners:

- a. Furnish materials that are composed of Post Hot-Dipped Galvanized, HDG, fasteners (meeting ASTM A 153) and connectors (ASTM A 653 Class G185 sheet), or better.

8. Fabrication

- 1. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category SBR or better.
- 2. Specify that all welding and weld qualification tests meet the requirements of ANSI/AASHTO/AWS D1.5 "Bridge Welding Code", 2008 Edition, or AWS D1.1 "Structural Welding Code-Steel", 2008 Edition.
- 3. Comply with applicable provisions of the following specifications and documents:
 - a. AASHTO's "Guide Specifications for Fracture Critical Non-Redundant Steel Bridge Members."
 - b. AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- 4. Provide a complete list of all bridge components, hardware, and fasteners. Provide complete erection instructions and drawings. Details for drawing requirements are given in section C.4.(c).
- 5. Do not place any information or markings on the outside of the bridge; it is allowable to place information and manufacturers identification on the inside of the girders where it cannot be readily seen by trail users
- 6. Assemble bridge superstructure prior to delivery to assure proper fit-up of all components. Notify the CO 2 weeks before shop assembly.

9. Field Welding

1. Design bridge members such that no field welding is required during installation.

10. Delivery and Offloading of Bridge Components

1. The bridge will be delivered for temporary storage to the Pine Creek Work Center just off of USFS Road 90, near Mile post 15. All material shall be delivered to this staging area. A vicinity map of the Pine Creek Work Center, including the designated storage location, is provided in the attachments.
2. Directions to the bridge drop-off and storage site for this contract are as follows:
To access the storage site from Interstate 5, take Exit 21, at Woodland, Wa, travel East via State Highway 503 to the town of Cougar. Proceed East on Highway 503 to the Skamania/Clark County Line, where the road becomes USFS Road 90. Continue East on USFS Road 90 for approximately 15.28 miles to Pine Creek Work Center. It is approximately 47 miles via 2-lane asphalt surfaced roads from I-5 @ Exit 21 (Woodland, WA) to the drop off point at Pine Creek Work Center.
3. Include with the shipment, a list of all components delivered to the site for verification upon arrival.
4. Provide appropriate equipment and labor to unload and stack, support, and store all material at the delivery point. Support and stack all components to prevent damage. Furnish and install blocking to support all components at least 12 inches above the ground.
5. Furnish all special tools, devices, special equipment, and material that will be needed for installation at a later time, and under a separate contract, in watertight containers suitable for long-term, outdoor storage.

11. Technical Contact

1. Shea Becker via telephone @ 360-891-5166 or E-Mail @ stbecker@fs.fed.us
2. Woody Starr via telephone @ 360-891-5159 or E-Mail @ wstarr@fs.fed.us

12. Specifications

Specification	Supplements	Standard Specs
101 - Terms, Format, and Definitions	✓	✓
102 - Bid, Award, and Execution of Contract	✓	✓
103 - Scope of Work	✓	✓
104 - Control of Work	✓	✓
105 - Control of Material	✓	✓
106 - Acceptance of Work	✓	✓
107 - Legal Relations and Responsibility to the Public	✓	✓
108 - Prosecution and Progress	✓	✓
109 - Measurement and Payment	✓	✓
151 - Mobilization		✓
152 - Construction Survey and Staking		
153 - Contractor Quality Control	✓	✓
154 - Contractor Sampling and Testing		
155 - Schedules for Construction Contracts	✓	✓

Specification	Supplements	Standard Specs
156 - Public Traffic	✓	✓
157 - Soil Erosion Control		
158 - Watering for Dust Control		
171 - Weed and Disease Prevention		
201 - Clearing and Grubbing		
202 - Additional Clearing and Grubbing		
203 - Removal of Structures and Obstructions		
204 - Excavation and Embankment		
205 - Rock Blasting		
207 - Earthwork Geotextiles		
208 - Structure Excavation and Backfill for Selected Major Structures		
209 - Structure Excavation and Backfill		
210 - Permeable Backfill		
211 - Roadway Obliteration		
212 - Linear Grading		
212 - Linear Grading		
213 - Subgrade Stabilization		
251 - Riprap		
252 - Special Rock Embankment and Rock Buttress		
253 - Gabions and Revet Mattresses		
254 - Crib Walls		
255 - Mechanically Stabilized Earth Walls		
256 - Permanent Ground Anchors		
257 - Alternate Retaining Walls		
258 - Reinforced Concrete Retaining Walls		
259 - Soil Nail Retaining Walls		
260 - Rock Bolts		
261 - Rock Dowels		
262 - Reinforced Soil Embankment		
301 - Untreated Aggregate Courses		
302 - Treated Aggregate Courses		
303 - Road Reconditioning		
304 - Aggregate-Stabilization		
305 - Aggregate-Topsoil Course		
306 - Dust Palliative		
308 - Minor Crushed Aggregate		
309 - Emulsified Asphalt Treated Base		
401 - Superpave Hot Asphalt Concrete Pavement		
402 - Hot Asphalt Concrete Pavement by Hveem or Marshall Mix Design Method		
403 - Hot Asphalt Concrete Pavement		
404 - Minor Hot Asphalt Concrete		
405 - Open Graded Asphalt Friction Courses		
408 - Cold Recycled Asphalt Base Course		
409 - Asphalt Surface Treatment		
410 - Slurry Seal		

Specification	Supplements	Standard Specs
411 - Asphalt Prime Coat		
412 - Asphalt Tack Coat		
413 - Asphalt Pavement Milling		
415 - Paving Geotextiles		
416 - Continuous Cold Recycled Asphalt Base Course		
417 - Minor Cold Asphalt Mix		
430 - Asphalt Pavement Patching		
501 - Rigid Pavement		
502 - Rigid Pavement Restoration		
551 - Driven Piles		
552 - Structural Concrete		
553 - Prestressed Concrete		
554 - Reinforcing Steel		
555 - Steel Structures	✓	✓
556 - Bridge Railing		
557 - Timber Structures		
558 - Dampproofing		
559 - Waterproofing		
560 - Removal of Concrete by Hydrodemolition		
562 - Temporary Works		✓
563 - Painting		
564 - Bearing Devices		✓

13. Supplemental Specifications**TABLE OF CONTENTS**

Table of Contents	19
Preface.....	20
101 - Terms, Format, and Definitions.....	21
101.03 Abbreviations.....	21
101.04 Definitions.....	21
102 - Bid, Award, and Execution of Contract.....	24
102 Bid, Award, and Execution of Contract.....	24
103 - Scope of Work	25
Deletions	25
104 - Control of Work.....	26
Deletions	26
104.06 Use of Roads by Contractor	26
105 - Control of Material	27
105.02 Material Sources.....	27
105.02(a) Government-provided sources.....	27
105.05 Use of Material Found in the Work.....	27
106 - Acceptance of Work	28
106.07 Delete	28
107 - Legal Relations and Responsibility to the Public	29
107.05 Responsibility for Damage Claims.....	29
107.06 Contractor's Responsibility for Work.....	29
107.09 Legal Relationship of the Parties.....	29
107.10 Environmental Protection.....	29
108 - Prosecution and Progress.....	30
108 Delete.....	30
109 - Measurement and Payment.....	31
109 Deletions	31
109.02 Measurement Terms and Definitions.....	31
153 - Contractor Quality Control	32
153.04 Records.....	32
155 - Schedules for Construction Contracts.....	33
155 Delete.....	33
156 - Public Traffic	34
156.03 Accommodating Traffic During Work.....	34
156.04 Maintaining Roadways During Work.....	34
156.08 Traffic and Safety Supervisor.....	34
555 - Steel Structures	35
571 - Prefabricated Bridges.....	36
635 - Temporary Traffic Control	39
635.03 General.....	39
718 - Traffic Signing and Marking Material.....	40
718.02 Reserved.....	40
718.02 Protective Overlay Film and Edge Film.....	40
718.08 (b)(2)(c) Signpost - Square tubular steel posts.....	40
718.14 (g) Waterborne Traffic Paint - Daylight reflectance.....	40
718.15 (a) Epoxy Markings Pigments.....	40
718.15 (g) Epoxy Marking - Drying Time.....	41

PREFACE

Preface_wo_03_15_2004_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

101 - TERMS, FORMAT, AND DEFINITIONS

101.00_nat_us_07_25_2005

101.01_nat_us_04_04_2007

101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.03_nat_us_06_16_2006

101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	National Institute of Standards and Technology
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

Add the following to (b) SI symbols:

mp	Milepost
ppm	Part Per Million

101.04_nat_us_03_29_2007

101.04 Definitions.

Delete the following definitions and substitute the following:

Bid Schedule--The Schedule of Items.

Bridge--No definition.

Contractor--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”.

Culvert--No definition.

Right-of-Way--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

Adjustment in Contract Price--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

Change--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

Design Quantity--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

Forest Service--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

Neat Line--A line defining the proposed or specified limits of an excavation or structure.

Pioneer Road--Temporary construction access built along the route of the project.

Purchaser--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

Protected Streamcourse--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

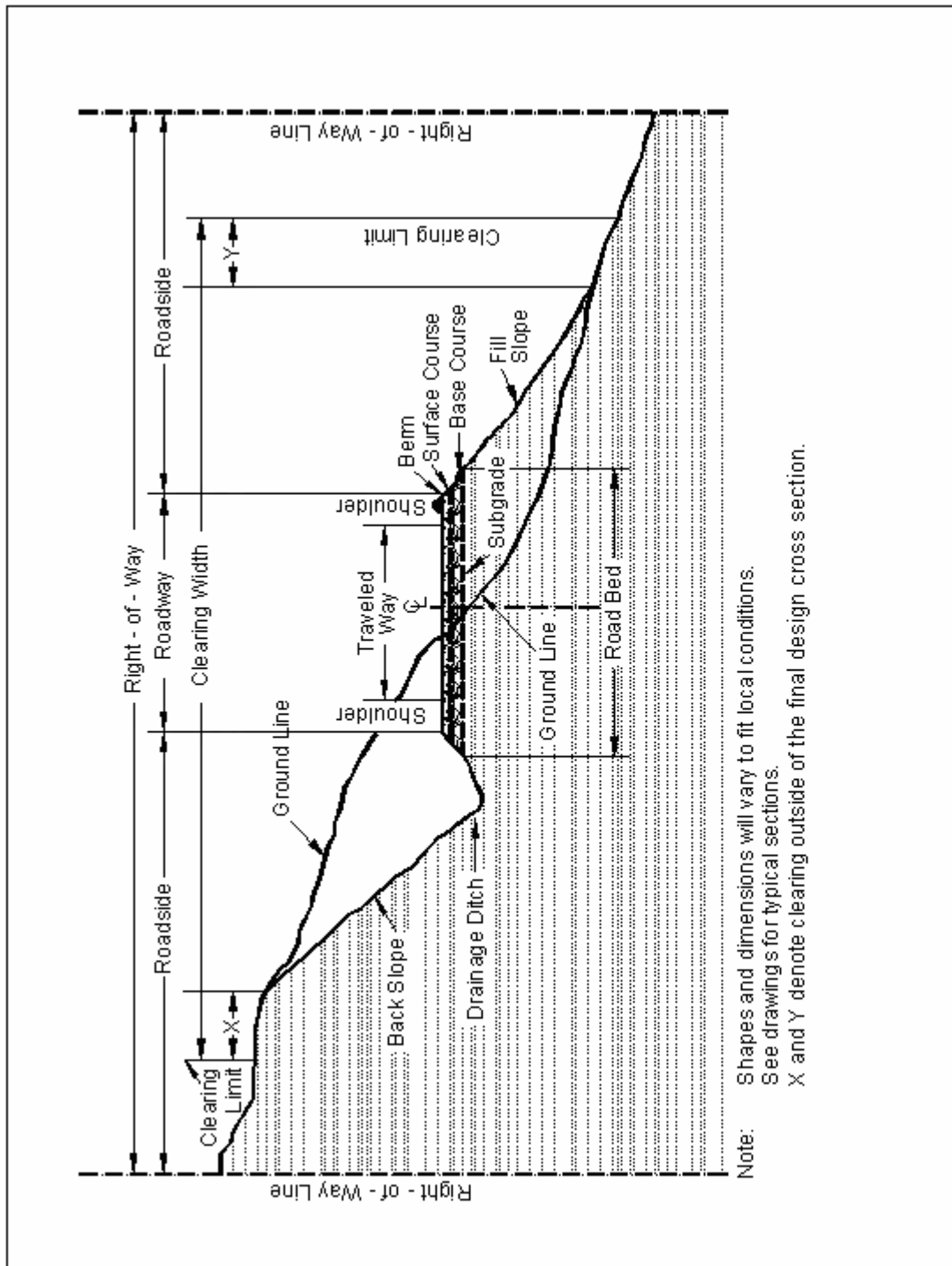
Road Order--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

Schedule of Items--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

Utilization Standards--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



102 - BID, AWARD, AND EXECUTION OF CONTRACT

102.00_nat_us_02_16_2005

102 Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

103 - SCOPE OF WORK

103.00_nat_us_02_16_2005

Deletions

Delete all but subsection 103.01 Intent of Contract.

104 - CONTROL OF WORK

104.00_nat_us_06_16_2006

Deletions

Delete Sections 104.01, 104.02, and 104.04.

104.06_nat_us_02_17_2005

Add the following subsection:

104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

105 - CONTROL OF MATERIAL

105.02_nat_us_01_18_2007

105.02 Material Sources.

105.02(a) Government-provided sources.

Add the following:

Comply with the requirements of 30 CFR 56, subparts B and H. Use all suitable material for aggregate regardless of size unless otherwise designated. When required, re-establish vegetation in disturbed areas according to section 625.

105.05_nat_us_05_12_2004

105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to make reimbursement for the cost of producing these materials.

106 - ACCEPTANCE OF WORK

106.07_nat_us_05_11_2004

106.07 Delete

Delete subsection 106.07.

107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.05_nat_us_05_11_2004

107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06_nat_us_06_16_2006

107.06 Contractor's Responsibility for Work.

Delete the following from the first paragraph.

“except as provided in Subsection 106.07”.

107.09_nat_us_06_16_2006

107.09 Legal Relationship of the Parties.

Delete the entire subsection.

107.10_nat_us_06_16_2006

107.10 Environmental Protection.

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.
- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

108 - PROSECUTION AND PROGRESS

108.00_nat_us_02_16_2005

108 Delete.

Delete Section 108 in its entirety.

109 - MEASUREMENT AND PAYMENT

109.00_nat_us_02_17_2005

109 Deletions

Delete the following entire subsections:

109.06 Pricing of Adjustments.

109.07 Eliminated Work.

109.08 Progress Payments.

109.09 Final Payment.

109.02_nat_us_06_16_2006

109.02 Measurement Terms and Definitions.

(b) Contract quantity.

Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

Add the following definition:

(p) Thousand Board Feet (Mbf). 1,000 board feet based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job. For glued laminated timber, 1,000 board feet based on actual width, thickness, and length of each piece actually incorporated in the job.

153 - CONTRACTOR QUALITY CONTROL

153.04_nat_us_10_24_2007

153.04 Records.

Delete all but the first sentence

155 - SCHEDULES FOR CONSTRUCTION CONTRACTS

155.00_nat_us_05_11_2004

155 Delete.

Delete Section 155 in its entirety.

156 - PUBLIC TRAFFIC

156.03_nat_us_02_24_2005

156.03 Accommodating Traffic During Work.

Delete the following from the last paragraph:

according to Subsection 106.07(b)

156.04_nat_us_02_24_2005

156.04 Maintaining Roadways During Work.

(a) Add the following:

Do not construct detours outside of the clearing limits or use alternate route detours without the approval of the CO.

156.08_nat_us_02_24_2005

156.08 Traffic and Safety Supervisor.

Delete this subsection in its entirety.

555 - STEEL STRUCTURES

555.18_nat_us_07_03_2007

Construction Requirements

555.18 Welding.

Add the following at the start of the first sentence.

"Unless otherwise provided for in the supplemental specifications or shown on the plans, ... "

571 - PREFABRICATED BRIDGES

571.00_nat_us_03_15_2005

Description

571.01 This work consists of designing, fabricating, delivering, and installing a prefabricated modular bridge superstructures, or transporting and installing Government-furnished prefabricated, modular superstructures and components. The work also includes constructing caps, bearings, and abutments including excavation and backfill and anchoring bridge superstructures to abutments as required

Materials

571.02 Requirements. Furnish materials that meet the requirements specified in the following sections:

Bridge Railing	556
Structural Metal	717
Prestressed Concrete	553
Reinforcing Steel	554
Steel Structures	555
Structural Concrete	552
Timber Structures	557
Material for Timber Structures	716

Concrete compressive strength, structural steel tensile strength, finish and designation, timber species, grade, and treatment, and other material specifications shall be as required or if not listed in the contract documents, take them from the manufacturer's drawings, and have them approved by the CO prior to fabrication.

Construction Requirements

571.03 Design Requirements. For required loadings use the most recent AASHTO "Standard Specifications for Highway Bridges".

When design of the structure is required, submit plans and calculations signed by a professional engineer registered in the state where the bridge will initially be located or in the state where the fabricator's offices are located.

Use durable materials to allow removal, transportation, and re-installation without using specialized construction equipment. When required, design bridges to allow transportation by air or pack animals and complete construction by manual labor. Use design techniques and fabrication methods to minimize field installation difficulties. Fabricate primary components from steel.

Rig main superstructure components with permanent lifting devices to facilitate efficient installation and removal of these items. Place lifting devices so as not to interfere with traffic.

571.04 Design Drawings. When furnishing a prefabricated bridge superstructure, submit design drawings, calculations, or shop drawings at least 21 days in advance of the start of fabrication to allow time for review and correction of any changes and approval by the CO. Include plan, elevation, and section views of the modular bridge superstructure, dimensions of all components, welding and connection details, and general and specific notes regarding design and construction.

When Government-furnished prefabricated bridge superstructure components are specified, material lists, installation information, and manufacturer's instructions will be furnished by the Government.

571.05 General. Perform excavation, backfill, and embankment work under Sections 204 and 209.

Dispose of all debris resulting from operations in accordance with Section 203.

571.06 Performance. Notify the CO at least before delivering the bridge.

If the prefabricated superstructure is not installed immediately upon delivery to the project site, provide appropriate equipment and labor to unload and stack, support, and store all material at the delivery point. Support and stack all components to prevent damage. Furnish and install blocking to support all components at least 12 inches above the ground.

Furnish all tools, devices, special equipment, and material needed for installation in well-marked watertight containers suitable for long-term, outdoor storage.

571.07 Abutments and Approaches. Construct required caps, bearing, and abutments according to Division 500. Construct approaches including excavation and backfill according to sections 204 and 209.

571.08 Contractor-Furnished Prefabricated Bridge Superstructure. Furnish the following items for approval prior to delivery of the bridge component:

- (a) Supplier or inspection agency certification of wood species and grade of all timber and a conformance certificate for all sawn and glued laminated members.
- (b) Certification by an approved inspection and testing agency of wood treatment, listing method of treatment, type of preservative, retention, and penetration. Supplier certification is permitted if each piece is stamped or branded with a legible American Wood Preservers Bureau quality mark.
- (c) Certification of structural steel, fasteners, and hardware.
- (d) Certification of galvanizing process used.
- (e) Steel fabricator certification that steel fabrication and quality control meet the requirements of the AISC Code of Standard Practice; and that all welding meets the requirements of ANSI/AASHTO/AWS D 1.5 Bridge Welding Code.
- (f) A complete list of all bridge components, hardware, and fasteners.
- (g) Complete instructions and drawings. Provide drawings that are black line, of reproducible quality, on ANSI sheet size D (24 inches by 36 inches). Furnish the same information in an approved electronic format.

Mark each major component of the bridge superstructure with the same permanent serial number in a location that is clearly visible, both when stacked in storage and erected at the site.

Assemble bridge superstructure prior to delivery to assure proper fit-up of all components. Notify the CO of the assembly 2 weeks before assembly.

571.09 Government-Furnished Prefabricated Bridge Superstructure. For Government-furnished prefabricated bridge units, transport all material from the storage site(s) to the bridge site, and install the superstructure complete and in place, including connection of all girders, diaphragms, railings, panels, transoms, and other elements.

Upon taking possession of the Government-furnished units at the storage site, assume liability for damage resulting from handling, transporting, or erecting the units in place, until final acceptance of the project.

571.10 Non-pressure Epoxy Grout Anchors. Furnish non-pressure epoxy grout to cement anchor dowels and bolts. At least 15 days prior to use submit for approval manufacturer's test information on the non-pressure epoxy grout proposed for use.

Immediately prior to placing dowels or bolts, clean drill hole of dust and other material. Fill hole halfway with grout. Insert dowels by rotating it through one complete turn while tapping it down. Insert bolts according to manufacturer's instructions. If necessary add more grout to fill the hole.

571.11 Acceptance. Furnish a production certification for timber, including glued-laminated lumber, structural steel, and fabricated steel. Furnish a certification for all wood treatment, fasteners, hardware, galvanizing processes, and non-pressure epoxy grout.

Measurement

571.12 Measure the Section 571 items listed in the bid schedule according to Subsection 109.02.

Payment

571.13 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 571 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

635 - TEMPORARY TRAFFIC CONTROL

635.03_nat_us_05_13_2004

635.03 General.Add the following:

Install temporary traffic control signs to temporary posts or approved temporary sign mounts.

718 - TRAFFIC SIGNING AND MARKING MATERIAL

718.02_nat_us_03_02_2005

718.02 Reserved.

Replace this section with the following:

718.02 Protective Overlay Film and Edge Film.

Protective overlay film will be a high performance fluoropolymer film such as 3M Scotchlite Premium Protective Overlay Film Series 1160 or approved equal.

Edge film will be a pressure-sensitive, premium-quality, clear, ultraviolet-resistant, 3 inches wide vinyl film.

718.05_nat_us_02_25_2008

718.05 Aluminum Panels

Delete the third paragraph and replace with the following:

Clean, degrease and properly prepare the panels according to methods recommended by the sheeting manufacturer. Conversion coatings will conform to ASTM B-921 or ASTM B-449.

718.08_nat_us_03_27_2007

718.08 (b)(2)(c) Signpost - Square tubular steel posts

Delete the existing subsection and substitute the following:

(c) Galvanizing after punching
(inside and outside of post) coating Z275 designation

718.14_nat_us_03_02_2005

718.14 (g) Waterborne Traffic Paint - Daylight reflectance

Delete the existing subsection and substitute the following:

(g) Daylight reflectance. (Without glass beads)

(1) White, ASTM E 1347 84% relative to magnesium oxide standard

(2) Yellow, ASTM E 1347 55% relative to magnesium oxide standard

718.15 nat us 03 27 2007

718.15 (a)Epoxy Markings Pigments

Delete the existing subsection and substitute the following:

(2) Yellow.

- | | |
|--|-----------|
| (a) Chrome yellow (PbCrO_4),
ASTM D 126, type III. | 23% min. |
| (b) Epoxy resin | 70 to 77% |

718.15_nat_us_03_27_2007

718.15 (g)Epoxy Marking - Drying Time

Delete the existing subsection and substitute the following:

(g) Drying time. 15 mil film thickness with beads.

- | | |
|---|---|
| (1) Laboratory at 72° F, ASTM D 711 | 30 minutes maximum to
no-pick-up condition |
| (2) Field at 77 °F, viewed from 50 feet | 10 minutes maximum to
no-pick-up condition |

Specification	Supplements	Standard Specs
565 - Drill Shafts		
566 - Shotcrete		
571 – Prefabricated Bridges	✓	✓
601 - Minor Concrete		
602 - Culverts and Drains		
603 - Structural Plate Structures		
604 - Manholes, Inlets, and Catch Basins		
605 - Underdrains, Sheet Drains, and Pavement Edge Drains		
606 - Corrugated Metal Spillways		
607 - Cleaning, Reconditioning, and Repairing Existing Drainage Structures		
608 - Paved Waterways		
609 - Curb and Gutter		
610 - Horizontal Drains		
611 - Water Systems		
612 - Sanitary Sewer Systems		
613 - Simulated Stone Masonry Surface		
614 - Lean Concrete Backfill		
615 - Sidewalks, Drive Pads, and Paved Medians		
616 - Slope Paving		
617 - Guardrail		
618 - Concrete Barriers and Precast Guardwalls		
619 - Fences, Gates, and Cattleguards		
620 - Stone Masonry		
621 - Monuments and Markers		
622 - Rental Equipment		
623 - General Labor		
624 - Topsoil		
625 - Turf Establishment		
626 - Plants, Trees, Shrubs, Vines, and Groundcovers		
627 - Sod		
628 - Sprigging		
629 - Erosion Control Mats, Roving, and Cellular Confinement Systems		

633 - Permanent Traffic Control		
634 - Permanent Pavement Marking		
635 - Temporary Traffic Control	✓	✓
636 - Signal, Lighting, and Electrical Systems		
637 - Facilities and Services		
701 - Cement		
702 - Asphalt Material		
703 - Aggregate		

Specification	Supple ments	Standa rd Specs
704 - Soil		
705 - Rock		
706 - Concrete and Plastic Pipe		
707 - Metal Pipe		
708 - Paint		
709 - Reinforcing Steel and Wire Rope		
710 - Fence and Guardrail		
711 - Concrete Curing Material and Admixtures		
712 - Joint Material		
713 - Roadside Improvement Material		
714 - Geotextile and Geocomposite Drain Material		
715 - Piling		
716 - Material for Timber Structures		
717 - Structural Metal		✓
718 - Traffic Signing and Marking Material	✓	✓
720 - Structural Wall and Stabilized Embankment Material		
721 - Electrical and Illumination Material		
722 - Anchor Material		
725 - Miscellaneous Material		✓

SOLICITATION PROVISIONS

52.212-2 Evaluation—Commercial Items. (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price	_____
Past Performance	_____
Experience	_____

Experience and past performance, when combined, are equally important to price. Offerors should submit sufficient information to demonstrate their experience manufacturing and/or supplying items consistent with those outlined in this solicitation.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (1) Whose management and daily business operations are controlled by one or more women.
- (b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror does or does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.